

1084 A79. Mr. Noorani addresses Issue 16 in conjunction with ten other UNE issues in the space of 3
1085 pages (lines 1009-1061). I did not see any specific discussion of Section 9.3.1.1 or Section
1086 9.3.1.3.4, and therefore I cannot respond to his testimony.

1087

1088 **Interoffice Transmission Facilities**

1089 **Issue 25: (section 9.2.7.1.1.1)**

1090 *Under what conditions should Ameritech provide Unbundled Shared Transport?*

1091

1092 **Q80. WHAT IS YOUR UNDERSTANDING OF UNE ISSUE 25?**

1093 A80. There appear to be two issues. First, SBC Illinois agrees to provide access to the shared
1094 transport UNE, but seeks clarification that, for technical reasons, the shared transport UNE
1095 must be purchased in conjunction with an unbundled local switch port. Second, AT&T
1096 seeks language that would prevent SBC Illinois from imposing any restrictions on AT&T's
1097 use of unbundled shared transport. SBC Illinois opposes this language because it is
1098 contrary to federal and state law and because the issue is already adequately dealt with in
1099 agreed-upon language. These are legal issues which will be addressed primarily in SBC
1100 Illinois' brief. I offer this testimony to explain SBC Illinois' position on Issue 25. In
1101 addition, SBC Illinois witness Mr. Novack addresses this issue from a network perspective.

1102

1103 **Q81. WHAT SPECIFIC LANGUAGE IS BEING PROPOSED BY THE PARTIES?**

1104 A81. I set forth the language below.

1105 **SBC Language:** Notwithstanding anything in this agreement to the
1106 contrary, SBC-Ameritech provides access to unbundled shared transport
1107 only when purchased in conjunction with a ULS port that AT&T subscribes
1108 to for the purpose of delivering traffic to/from a AT&T End User as set forth
1109 below.

1110

AT&T Language: SBC-Ameritech shall not impose any restrictions on AT&T regarding the use of the unbundled shared transport it purchases from SBC-Ameritech (other than as set forth in Article 9, Section 9.1.2) provided such use does not result in demonstrable harm to either SBC-Ameritech network or personnel.

Q82. WITH RESPECT TO THE FIRST ISSUE, WHY DO YOU SAY THAT THERE ARE TECHNICAL ISSUES WITH THE PROVISION OF UNBUNDLED SHARED TRANSPORT ON A STANDALONE BASIS?

A82. Specific technical feasibility concerns and issues will be discussed by Mr. Novack in his testimony.

Q83. WITH RESPECT TO THE SECOND ISSUE, HOW DO YOU RESPOND TO AT&T'S PROPOSAL THAT THE CONTRACT SHOULD EXPRESSLY PROHIBIT THE COMPANY FROM IMPOSING ANY RESTRICTION ON AT&T'S USE OF UNBUNDLED SHARED TRANSPORT?

A83. First, I think this language was a reaction to SBC Illinois' language that unbundled shared transport can only be used with Unbundled Local Switching (ULS). In other words, in response to the Company's proposal that would create reasonable limitations on its obligations to provide access to unbundled shared transport, AT&T proposed its "no restrictions" language.

Q84. WHAT DO YOU THINK OF THE AT&T PROPOSAL?

A84. It is overkill for at least two reasons. First, there is no legal support for the proposition that AT&T is entitled to use the unbundled shared transport UNE for any and all purposes, without any restrictions whatsoever. To begin with, as a matter of federal law, UNEs may be used only to provide telecommunication services, as set forth in FCC Rule 51.309.

Under federal law, a “telecommunication service” means “the offering of a telecommunications for a fee directly to the public, or to such classes of users to be effectively available directly to the public, regardless of the facilities used”. Accordingly, under federal law a UNE cannot be used to offer services to private carriers or other users that do not meet the requirement that the service be offered “directly to the public”. There are other restrictions on the use of UNEs that the Company will explain in its brief.

Q85. ARE THERE SIMILAR USAGE RESTRICTIONS UNDER STATE LAW?

A85. There are, although as a result of implementation of Section 13-801(d)(4) of the Public Utilities Act, as applied in Docket No. 01-0614, state law appears to be more liberal than federal law in at least one respect. In particular, the Commission in Docket No. 01-0614 ruled that a CLEC could “resell” the interLATA toll portion of the network elements platform to an IXC, provided that the IXC used such interLATA toll portion to provide services to the CLEC’s local service end user (Docket No. 01-0614 Order at 454). This portion of the Order is on appeal to the United States Federal District Court for the Northern District of Illinois. Nonetheless, as long as it remains valid, SBC Illinois is abiding by that ruling.

Q86. DO YOU READ PARAGRAPH 454 OF THE ORDER TO PROVIDE LIMITATIONS ON USE OF THE INTERLATA TOLL PORTION OF ULS-ST?

A86. Absolutely. The Order states:

“In this case, an IXC (unquestionably a telecommunications carrier) would be purchasing a portion of a platform to provide interexchange services from a CLEC that had purchased an entire platform. *The interexchange services would be provided to the CLECs’ local service end user, bringing the arrangement within the purview of the statute.*” (emphasis added)

1166

1167 **Q87. WHY IS THIS SIGNIFICANT?**

1168 A87. To demonstrate that there remain important limitations on the use of UNEs under state law,
1169 as well as federal law. For this reason, the language that AT&T proposes is overly broad
1170 and should be rejected. SBC Illinois will address this point further in its legal briefs.

1171

1172 **Q88. ARE AT&T'S CONCERNS ADDRESSED ELSEWHERE IN THE AGREEMENT?**

1173 A88. Yes. There is already agreed-upon language in two sections of Article 9 that I believe fully
1174 address AT&T's concerns about SBC Illinois' ability to impose limitations on AT&T's use
1175 of UNEs. Under Section 9.1.2, the parties have already agreed that:

1176 "SBC-Illinois should not place any restrictions or limitations on AT&T's use of
1177 Network Elements or Unbundled Network Elements or Combinations of Unbundled
1178 Network Elements other than as set forth in this agreement and other than those
1179 restrictions and limitations provided for by the Federal Telecommunications Act,
1180 that rules and regulations of the Federal Communications Commission and the
1181 Illinois Public Utilities Act and applicable state laws, rules, orders and regulations."
1182

1183 Moreover, the parties have also agreed in Section 9.3.1 that:

1184 "As required by Section 13-801(d)(4) of the Illinois Public Utilities Act and all
1185 Illinois Commerce Commission Rules and Orders interpreting Section 13-80-
1186 1(d)(4), AT&T may use a network elements platform consisting solely of combined
1187 network elements of SBC-Illinois to provide end-to-end telecommunication
1188 services for the provision of existing and new local exchange, interexchange that
1189 includes local, local toll, and interLATA toll, and exchange access
1190 telecommunication services within the LATA to its end users or payphone service
1191 providers without AT&T's provision or use of any other facilities or
1192 functionalities".
1193

1194 These two provisions fully and adequately address the "limitations on use" issue in a
1195 manner fully consistent with the law and they make AT&T's proposed language in Section
1196 9.2.7.1.1.1 superfluous and unnecessary.

1197

1198 **Q89. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?**

1199 A89. The Commission should accept SBC Illinois' language that recognizes the technical
1200 limitations of providing unbundled shared transport without a switch port. At the same
1201 time, it should reject AT&T's proposal regarding "limitations on usage" because it is
1202 incorrect and unnecessary.

1203

1204 **Article XII: Associated sections and sub-sections**

1205

1206 **Collocation Issues**

1207 **Issue 1:(sections 12.2,12.3.1 through 12.3.4)**

1208 ***Should AT&T have the right to access and maintain virtually collocated equipment?***

1209

1210 **Q90. WHAT IS YOUR UNDERSTANDING OF COLLOCATION ISSUE 1?**

1211 A90. It is my understanding that AT&T is requesting that SBC give AT&T (or its vendor) direct
1212 access to its virtually collocated equipment for maintenance and repair purposes.

1213

1214 **Q91. WHY IS SBC OBJECTING TO AT&T'S REQUEST?**

1215 A91. First and foremost, AT&T is requesting something that goes beyond the scope of both the
1216 FCC's First Report and Order and the Advanced Services Order ("ASO"). It is SBC's
1217 belief, as well as the belief of this and other state commissions, that SBC is not required to
1218 permit CLECs to access virtually collocated equipment. As this Commission has recently
1219 held, "mandating that CLECs have access to virtually collocated equipment conflicts with
1220 the FCC's current conclusions on this issue. In addition, the Commission agrees with
1221 Ameritech that the FCC intends for virtually collocated equipment to be maintained by the
1222 ILEC."(Docket 99-0511, p. 93, March 27, 2002)

1223

In addition, the Wisconsin PSC has also recognized a concern with allowing CLECs direct access to Virtual Collocation. In the most recent arbitration between SBC Wisconsin and AT&T, the Wisconsin commission held that AT&T is not entitled to access and maintain virtually collocated equipment. (PSCW Docket 05-MA-120, 10/12/00, issue 91). In its decision, the PSC cited the *First Report and Order*, in which the FCC stated:

Under virtual collocation, interconnectors are allowed to designate central office transmission equipment dedicated to their use, as well as to monitor and control their circuits terminating in the LEC central office. ***Interconnectors, however, do not pay for the incumbent's floor space under virtual collocation arrangements and have no right to enter the LEC central office. Under our virtual collocation requirements, LECs must install, maintain, and repair interconnector-designated equipment . . .*** (emphasis added) (Docket 05-MA-120, issue 91)

The Michigan Public Service Commission recently overturned an arbitration panel recommendation on this same issue, stating "The Commission is persuaded that the arbitration panel's determination on this issue should be reversed. It is the incumbent local exchange company (ILEC), not the collocating CLEC, who installs and maintains the virtually collocated equipment that is dedicated to the CLEC. This finding is consistent with the FCC precedent." (Opinion and Order, MPSC Case No. U-12465)

As I referenced earlier, the FCC has been extremely clear on the ability of a CLEC to have direct access to its virtually collocated equipment. Since the First Report and Order (§ 559), discussed above in connection with the Wisconsin PSC decision, the FCC has affirmed and expanded upon its position that a CLEC is not entitled to access to virtual collocation:

In a physical collocation arrangement, a competitor leases space at a LEC's premises for its equipment. The competing provider has physical access to this space to install, maintain, and repair its equipment. . . ***In a virtual collocation arrangement, the competitor designates the equipment to be placed at the incumbent LEC's premises. The competing provider, however, does not have physical access to the incumbent's premises. Instead, the equipment is under the physical control of the incumbent***

LEC, and the incumbent is responsible for installing, maintaining, and repairing the competing provider's equipment. (emphasis added.)(ASO ¶19)

Q92. AT&T CLAIMS THAT IN EARLIER ARBITRATIONS, IT WAS AWARDED THE RIGHT TO MAINTAIN ITS OWN VIRTUALLY COLLOCATED EQUIPMENT. DOES SBC ILLINOIS BELIEVE A SIMILAR RESULT WOULD BE APPROPRIATE NOW?

A92. No. Times have changed since the original AT&T agreements were developed and implemented. Since then, the entire wholesale environment has changed. There are more collocators in existence, which results in more non-ILEC employees having the ability to enter into an ILEC premise. As more people have the ability to roam both secured and non-secured areas, the risk has increased for security breaches as well as unintentional (and even, in some cases, intentional) damage to the SBC Illinois network. This Commission itself implicitly recognized the need for additional caution and, recently denied CLECs the ability to directly access virtual collocation (docket 99-0511 discussed earlier), notwithstanding its previous ruling in the AT&T arbitration. SBC Illinois witness Ms. Bates identifies specific security issues within her testimony.

Q93. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?

A93. The Commission should not allow AT&T the ability to access and maintain virtually collocated equipment. It should adopt SBC Illinois' language and reject AT&T's.

Issue 3:(section 12.3.6-12.3.6.4.4)

Should the ICA terms and conditions allow AT&T to have access between AT&T's collocation space and Ameritech's distributing frame to verify and test intra-office wiring?

Q94. WHAT IS YOUR UNDERSTANDING OF COLLOCATION ISSUE 3?

1285 A94. It is my understanding that AT&T is seeking access to SBC's Main Distribution Frame
1286 (MDF) in order to gain direct access to the Connecting Facility Assignment (CFA) for
1287 certain line testing.

1288

1289 **Q95. HASN'T THIS BEEN LITIGATED BEFORE?**

1290 A95. Yes. AT&T has lost this issue many times before, as I discuss further below. They are
1291 again trying to get access to the MDF, this time by claiming they need access to the MDF
1292 in order to perform certain line testing.¹ The rationale that AT&T presents this time
1293 around to justify its demand for access to the MDF is no more legitimate than its previous
1294 failed attempts. It is SBC's position, and has always been, that SBC is not obligated to
1295 allow this direct access to any CLEC. In addition, there are many concerns with security
1296 and network integrity that arise if a CLEC has access to SBC Illinois' network. Mr.
1297 Noorani's suggestion that security is not an issue is not supported as I explain above.
1298 Moreover, Ms. Bates shows there are instances where security has, in fact, been breached,
1299 notwithstanding Mr. Noorani's claims.

1300

1301 **Q96. IS SBC OBLIGATED TO PROVIDE CLECS WITH DIRECT ACCESS TO THE**
1302 **MDF?**

1303 A96. No. The FCC does not require that CLECs be provided with direct access to the ILEC's
1304 MDF under its collocation rules. The ICC has not required this type of access be provided
1305 pursuant to Ameritech Illinois' tariffs or interconnection agreements either. In fact, the ICC
1306 has addressed this issue twice in contested proceedings and has twice rejected the CLECs'
1307 position. In the Covad/Rhythms arbitration proceeding, Covad/Rhythms argued that they

should be allowed to “test the high frequency portion of the loop from the splitter data port back to the [main] distribution frame, through the cross-connect, and back to the DLSAM” in order to isolate points of failure in a circuit. (Arbitration Decision in ICC Docket 00-0312/00-0313, adopted August 17, 2000, p. 22). The ICC denied their request holding that: “...Rhythms and Covad should not have access to Ameritech’s MDF,” based on the FCC precedence. (Id., pp. 23-24). The CLECs renewed their request for access to the MDF in the ICC’s generic line sharing proceeding and the ICC came to the same conclusion. (Order in ICC Docket 00-0393, adopted 452 March 14, 2001, p. 74). Although the AT&T’s request in this proceeding is not specific to line sharing, the principle is exactly the same.

Q97. HAVE OTHER COMMISSION’S RECOGNIZED ILEC’S SECURITY AND NETWORK INTEGRITY ARGUMENTS?

A97. Yes, the FCC, as well as many state commissions, have agreed with the ILECs concerns regarding network integrity and safety. For example, the FCC stated clearly in its Advanced Services Order (“ASO”) that incumbent LECs may establish certain reasonable security measures that will assist in protecting their networks and equipment from harm (§ 48).

Recently, the Ohio PUC resolved an issue regarding the need for additional security measures like security fencing. The Ohio Commission stated that, “pursuant to Paragraphs 42, 48, and 49 of the ASO, the ILECs are required to offer cageless collocation, the ILECs are allowed to take reasonable steps to protect their own equipment by enclosing it in its own cage and installing security cameras or other monitoring systems, and ILECs are allowed to recover such costs from collocating carriers in a reasonable manner. Therefore,

¹ By requesting access to the CFA, AT&T is in fact gaining direct access to the MDF because it is through

1331 we find that Ameritech's proposed 'security fencing' cost is reasonable and is separate and
1332 distinct from the collocation cage...." (PUCO Docket no. 96-922-TP-UNC, page 36.)

1333 **Q98. WHO OWNS, AND THEREFORE, IS RESPONSIBLE FOR THE NETWORK IN**
1334 **QUESTION?**

1335 A98. Though SBC may lease its facilities out to CLECs, the fact remains that it is
1336 SBC's network, and therefore, it is SBC's obligation to maintain, not AT&T's. The fact
1337 that AT&T provides the cable that provides connectivity between their collocation space
1338 and the connecting blocks on SBC's MDF does not entitle AT&T to physically access the
1339 MDF. Contrary to its belief, AT&T does not own the connecting blocks on SBC's MDFs.
1340 To the best of my knowledge, there aren't any ILECs or CLECs (including AT&T) in
1341 today's environment that provide direct access to their similar types of equipment and
1342 network, to any requesting carrier.

1343
1344 **Q99. DO YOU HAVE ANY FURTHER COMMENTS ON WHY SBC ILLINOIS IS NOT**
1345 **OBLIGATED TO PROVIDE DIRECT ACCESS AS REQUESTED BY AT&T?**

1346 A99. In order to be in compliance with the Act, as well as all subsequent orders, an ILEC is
1347 required to provide access to specifically identified UNEs. In this case, neither the MDF
1348 nor the CFA is one of those identified UNEs. Contrary to Mr.Noorani's belief that AT&T
1349 should be allowed access to SBC's CFA and MDF, the fact is, neither of these fall into the
1350 FCC's determination of what elements need to be unbundled. Therefore, SBC is not
1351 obligated to provide access to it.

1352

1353 **Q100. MR. NOORANI CLAIMS THAT AT&T NEEDS TO HAVE DIRECT ACCESS TO**
1354 **THE CFA AND IDENTIFIES A NUMBER OF PROBLEMS HE CLAIMS AT&T**
1355 **HAS BEEN ENCOUNTERING. DO YOU AGREE WITH HIM?**

1356 A100. No, I do not. Mr. Noorani claims that using and maintaining CFAs is difficult and describes
1357 “a great disparity in the manner in which ILECs, including SBC Illinois, require MDF
1358 wiring block to be configured” (Noorani Direct, page 21). While he is correct that ILECs
1359 differ in the manner in which they configure their networks, his assumption that this
1360 “problem” may be eliminated by allowing AT&T or someone else access to the CFA is
1361 faulty; such a result would only exacerbate the situation. With more people having access
1362 to the SBC network, there is a greater chance of someone doing something incorrectly or
1363 inefficiently, and a greater chance of damaging the SBC network. And while AT&T is
1364 correct in that SBC does determine how the CLEC connects its wire to the wiring block, as
1365 I have stated earlier, SBC owns the network...and thus has ultimate responsibility for that
1366 network and how the network operates, not AT&T.

1367
1368 Mr. Noorani also addresses concerns regarding software systems (p. 23). Rather than
1369 suggesting that SBC and AT&T work together to develop a means for accommodating both
1370 systems, Mr. Noorani suggests that SBC simply abandon the systems it has in place and
1371 adopt a whole new system that caters to AT&T's wants. This is neither an efficient or
1372 effective solution.

1373

1374 **Q101. DOES SBC ILLINOIS HAVE A PROCESS IN PLACE TO ADDRESS MR.**
1375 **NOORANI'S CONCERNS?**

1376 A101. Yes, SBC Illinois does have processes in place that provide direction and methodology for
1377 resolution to the concerns identified by Mr. Noorani. These concerns regarding
1378 provisioning and maintenance are addressed in a SBC Accessible Letter, which was the
1379 result of discussions with various CLECs including AT&T at the CLEC Forum.
1380 (CLECAM02-405, Schedule DFN-3).

1381 These procedures for out of service, trouble and installation clearly identify the fact that the
1382 CLECs are not required direct access the MDF for problem resolution.

1383
1384 **Q102. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?**

1385 A102. The commission should continue to recognize that direct access to the CFA is not
1386 necessary or appropriate. This commission should reject AT&T's proposed language.

1387

1388 **Q103. DOES THIS CONCLUDE YOUR TESTIMONY?**

1389 A104. Yes.

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

AT&T Communications of Illinois, Inc.
TCG Illinois and TCG Chicago

Petition for Arbitration of Interconnection Rates,
Terms and Conditions and Related Arrangements
With Illinois Bell Telephone Company d/b/a
SBC Illinois Pursuant to Section 252(b)
of the Telecommunications Act of 1996

Docket No. 03-0239

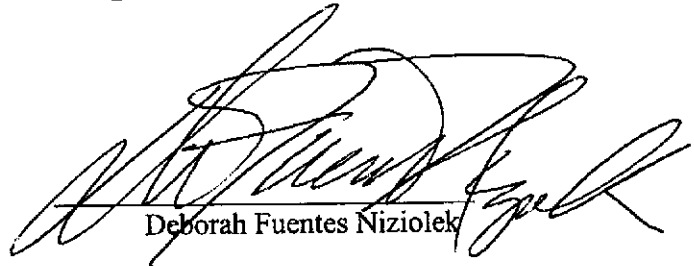
VERIFICATION

Deborah Fuentes Niziolek, being first duly sworn on oath, deposes and states the following:

1. I am the Associate Director – Wholesale Marketing for SBC Illinois.
2. The facts set forth and statements made in my foregoing Direct and Rebuttal

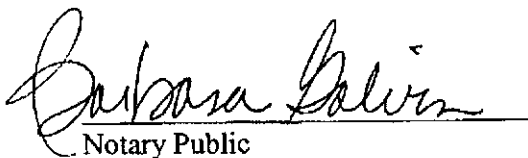
Testimony are true and correct to the best of my knowledge, information and belief.

3. Further affiant saith not.


Deborah Fuentes Niziolek

STATE OF ILLINOIS
COUNTY OF COOK

Subscribed and sworn to
before me, this 13th day of
June 2003


Notary Public



AT&T/SBC-ILLINOIS

ARTICLE 9
ACCESS TO UNBUNDLED NETWORK ELEMENTS – SECTION 251(c)(3)

9.0 Access to Unbundled Network Elements – Section 251(c)(3).

9.1 **Introduction - Access to Unbundled Network Elements.** This Article 9, Access to Unbundled Network Elements – Section 251(c)(3), sets forth the terms and conditions pursuant to which SBC-Illinois agrees to furnish AT&T with access to Network Elements on an unbundled basis and the terms under which SBC-Illinois agrees to provide Combinations of Unbundled Network Elements (“UNE Combinations or Combinations”) as more specifically defined in Section 9.3. AT&T shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to interconnect with SBC-Illinois’ network.

9.1.1 SBC-Illinois shall provide AT&T nondiscriminatory access to **Unbundled Network Elements** Network Elements on any unbundled or bundled basis, as requested, at any technically feasible point on just, reasonable and nondiscriminatory rates, terms and conditions to enable AT&T to provide any provision any and all existing and new telecommunications services within the LATA, including, but not limited to, local exchange and exchange access, in accordance with the federal Telecommunications Act of 1996, applicable FCC orders, rules and regulations and, to the extent not inconsistent with the aforementioned, applicable state statutes, orders, rules and regulations. A “telecommunications service”, as used in this Agreement, shall be defined as “the provision or offering for rent, sale or lease, or in exchange for other value received, of the transmittal of information, by means of electromagnetic, including light, transmission with or without benefit of any closed transmission medium, including all instrumentalities, facilities, apparatus, and services (including the collection, storage, forwarding, switching, and delivery of such information) used to provide such transmission and includes access and interconnection arrangements and services.” A “telecommunications service,” as used in this Agreement, shall be defined as set forth in the federal Telecommunications Act of 1996 and, to the extent not inconsistent with the Act, applicable state statutes.

9.1.2 SBC-Illinois shall provide AT&T Network Elements, or Unbundled Network Elements in a manner that allows AT&T to combine those network elements to provide a telecommunications service. Unbundled Network Elements are available to AT&T for use in the provision of any telecommunications service within the LATA to AT&T's end users or payphone service providers pursuant to the Telecommunications Act of 1996 and the rules and regulations of the Federal Communications Commission and the rules and regulations of the Illinois Commerce Commission. **UNEs shall not be used solely for exchange access service, but may be used as such in conjunction with local exchange service.** SBC-Illinois shall also provide AT&T with Combinations of Unbundled Network Elements that it “ordinarily combines” for itself pursuant to Section 9.3 herein. SBC-Illinois shall not place any restrictions or limitations on AT&T's use of Network Elements or Unbundled Network Elements or Combinations of

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KEY: **Bold & Underline represents language proposed by AT&T and opposed by Ameritech**
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Unbundled Network Elements other than as set forth in this Agreement and other than those restrictions and limitations provided for by the Federal Telecommunications Act, the rules and regulations of the Federal Communications Commission and the Illinois Public Utilities Act and applicable state laws, rules, orders and regulations.

9.1.3 Certain specific terms and conditions that apply to the Network Elements or Unbundled Network Elements and the Combinations of Unbundled Network Elements SBC-Illinois shall provide to AT&T are described herein and in the attached Schedules. Prices for UNEs and combinations are set forth in the attached Pricing Schedule. SBC-Illinois shall price each UNE separately, and shall offer each Unbundled Network Element individually, and in Combinations as defined in this Article 9. In no event shall SBC-Illinois require AT&T to purchase any Unbundled Network Element in conjunction with any other service or element.

9.1.4 When AT&T replaces any existing service with Network Elements (including Combinations), SBC-Illinois shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the services being replaced, except at the request of AT&T.

9.2 Network Elements.

9.2.1 "Network Element" or "Unbundled Network Element" are used interchangeably and shall mean "a facility or equipment used in the provision of a telecommunications service." "Network Element" or "Unbundled Network Element" shall also include "features, functions, and capabilities that are provided by means of the facility or equipment, including, but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service."

9.2.2 SBC-Illinois will permit AT&T to interconnect AT&T's facilities or facilities provided by AT&T, SBC-Illinois or third parties with each of SBC-Illinois's UNEs or Combinations at any technically feasible point. Any request by AT&T to interconnect at a point not previously established: (i) in accordance with the terms of this Agreement (e.g., other than as set forth in the descriptions of UNEs and Combinations under the following provisions of this Article 9 and the Schedules attached to this Article 9, or (ii) under any arrangement SBC-Illinois may have with another Telecommunications Carrier, shall be subject to the Bona Fide Request process set forth in Schedule 2.2 of this Agreement.

9.2.3 At such time as AT&T provides SBC-Illinois with an order for particular Network Elements or Unbundled Network Elements or Combinations of Network Elements, AT&T, at its option, may designate any technically feasible network interface, including without limitation, DS0, DS-1 and DS-3 interfaces, and any other interface described in the applicable Telcordia and any other industry standard technical references. Any such requested network interface shall be provided by SBC-Illinois, unless SBC-Illinois provides AT&T, within fifteen (15) days, with a written notice that it believes such a

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request is technically infeasible, including a detailed statement supporting such claim. Any such denial shall be resolved in accordance with the Alternative Dispute Resolution process set forth in Article 1 (General Terms and Conditions) of this Agreement. Unless otherwise specified, any references to DS-1 in this Article 9 shall mean, at AT&T's option, either DS-1 AMI or xDSL facility

9.2.4 AT&T may use one or more UNEs or Combinations to provide to itself, its affiliates and to AT&T End Users any feature, function, capability or service option that such UNE provided on an unbundled basis or Combination is technically capable of providing or any feature, function, capability or service option that is described in the applicable Telcordia and other industry standard technical references.

9.2.5 For individual Network Elements or Unbundled Network Elements ordered by AT&T, SBC-Illinois shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panels or a Main or Intermediate Distribution Frame) and, if necessary, access to such demarcation point, which AT&T agrees is suitable. However, where SBC-Illinois provides Combinations of Network Elements in accordance with Section 9.3 and there are existing interconnections between two or more elements, SBC-Illinois shall provide the existing interconnections and no demarcation shall exist between such Network Elements or Unbundled Network Elements.

Access to UNEs is provided under this Agreement over such routes, technologies and facilities as SBC-Illinois may elect at its own discretion.

9.2.5.1 Where facilities and equipment are not "available", SBC-Illinois shall not be required to provide Network Elements or Unbundled Network Elements. A Network Element or Unbundled Network Element is "available" if it meets the criteria established by the Illinois Commerce Commission in ICC Docket No. 99-0593. Whether or not facilities or equipment are "available" will be determined pursuant to applicable federal law and FCC regulations, and, where consistent with federal law and FCC regulations, Commission rulings and applicable state law. However, AT&T may request and, to the extent required by law, SBC-Illinois shall agree to provide UNEs, through the Bona Fide Request ("BFR") process as set forth in Schedule 2.2 of this Agreement.

9.2.6 Charges for migrating an existing telecommunications service(s) to a combination of Network Elements are priced at total element long-run incremental cost as set forth in the Pricing Schedule. Charges for the conversion of an end user's existing service to Unbundled Network Elements (including Combinations) shall be as set forth in the Pricing Schedule as per the applicable UNE or UNE Combination. Currently offered UNE combinations are set forth in Table 1 herein. Charges for conversions of combinations not included in Table 1 will be determined as part of the BFR or BFR-OC process, as appropriate.

9.2.7 This section includes the minimum set of Unbundled Network Elements to which SBC Illinois shall provide AT&T access under this Agreement. This minimum set of Unbundled

Article 9 - 3

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Bold represent language proposed by Ameritech and opposed by AT&T.

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Network Elements is described in detail in the Schedules attached hereto. AT&T and SBC-Illinois agree that the Unbundled Network Elements identified in Article 9 and the attached Schedules may not be exclusive. AT&T and SBC-Illinois also agree that AT&T may identify and request that SBC-Illinois furnish additional or revised unbundled network elements required by applicable federal and/or state laws pursuant to the Bona Fide Request process. Failure to list a network element herein shall not constitute a waiver by AT&T to request a network element identified by the FCC and/or by the Illinois Commerce Commission or Illinois General Assembly.

9.3 Combination of Unbundled Network Elements.

9.3.1 At the request of AT&T, SBC shall provide Unbundled Network Elements to AT&T in a manner that allows AT&T to combine those Network Elements to provide a telecommunications service. Subject to the provisions hereof and at the request of AT&T, SBC-Illinois shall also provide AT&T with all pre-existing combinations of Unbundled Network Elements. Pre-existing combinations of Unbundled Network Elements consist of those sequences of Unbundled Network Elements that are actually connected in SBC-Illinois' network, and include those combinations that are actually connected but for which dial tone is not currently being provided. Subject to the provisions hereof, at the request of AT&T, SBC-Illinois shall also combine for AT&T any sequence of Unbundled Network Elements that SBC-Illinois "ordinarily combines" for itself or its end users. SBC-Illinois shall be required to combine Unbundled Network Elements if the requested Unbundled Network Element combination is a type ordinarily used or functionally equivalent to that used by SBC-Illinois or SBC-Illinois' end users where SBC-Illinois provides local service. An Unbundled Network Element combination shall not be considered "ordinarily combined", and SBC Illinois will not have an obligation to provide the combination, if: (1) SBC-Illinois does not provide services using such a combination of unbundled network elements; (2) where SBC-Illinois does provide services using such combinations, such provisioning is extraordinary (i.e., a limited combination of network elements created in order to provide service to a customer under a unique and nonrecurring set of circumstances); or (3) the network element combination contains a network element that the Illinois Commerce Commission does not require SBC-Illinois to provide as an unbundled network element.

As required by Section 13-801(d)(4) of the Illinois Public Utilities Act and all Illinois Commerce Commission rules and orders interpreting Section 13-801(d)(4), AT&T may use a Network Elements platform consisting solely of combined Network Elements of SBC-Illinois to provide end-to-end telecommunications service for the provision of existing and new local exchange, interexchange that includes local, local toll, and intraLATA toll, and exchange access telecommunications services within the LATA to its end users or payphone service providers without AT&T's provision or use of any other facilities or functionalities.

9.3.1.1 The network element platforms discussed in Section 9.3.1 shall include, but shall not be limited to, a combination of network elements commonly referred to as the UNE-Platform, or UNE-P. The UNE-Platform shall consist of the NID, the loop,

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local switching, shared transport, signaling and call-related databases. The UNE-Platform may also include tandem switching and OS and DA (either provided by SBC-Illinois or via customized routing by which SBC-Illinois routes AT&T's OS and DA traffic to AT&T's OS/DA platform or the OS/DA platform of a third party).

9.3.1.2 When AT&T requests a network elements platform referred to in Section 9.3.1 above, including but not limited to the UNE-Platform, without the need for field work outside of the central office, for an end user that has existing local exchange telecommunications service provided by SBC-Illinois, or by another CLEC through SBC-Illinois' network elements platform, unless otherwise agreed by AT&T, SBC-Illinois shall provide AT&T with the requested network elements platform without any disruption to the end user's services. AT&T may order the UNE-Platform using a single Local Service Request (LSR). It shall not be necessary for AT&T to collocate in SBC-Illinois's central offices in order to purchase the UNE-Platform. SBC-Illinois shall provide network element platforms, including the UNE-Platform, to AT&T even if AT&T is collocated in the relevant central office(s). If unbundled local switching-shared transport (ULS-ST) is used, SBC-Illinois will be responsible for engineering, provisioning and maintenance of these components to ensure they support the agreed upon grade of service.

9.3.1.3 Features of the UNE-Platform shall include, but shall not be limited to:

9.3.1.3.1 SBC-Illinois shall maintain and provide records of sufficient detail for UNE-P to enable AT&T billing of its end users and other carriers for all call types (i.e., call details for originating and terminating calls). SBC-Illinois will provide the records to AT&T in OBF EMI standard format. The originating carrier number (OCN) will be included in the EMI records according to current industry standards. The UNE identifier will be included in all EMI records involving unbundled services or elements.

9.3.1.3.2 AT&T's use of the UNE-Platform to provide service shall not in any way impair or deny AT&T's receipt of toll access revenues or reciprocal compensation associated with UNE-P switch ports that originate and terminate calls.

9.3.1.3.3 At AT&T's option, SBC-Illinois will route AT&T's intraLATA and interLATA toll traffic to AT&T via AT&T's Carrier Identification Code.

9.3.1.3.4 SBC Illinois shall not place any restrictions or limitations on AT&T's use of the UNE-Platform other than those restrictions and limitations provided for by the Illinois Public Utilities Act and applicable state laws, rules, orders and regulations. This includes, but shall not be limited to, restrictions on customer type, number of lines provided to a location, geographic location to which service is provided.

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9.3.1.3.5 UNE-P not to require any different pre-ordering processes where migrations to AT&T flow from SBC-Illinois or from another CLEC.

9.3.1.3.6 Operator services will, at AT&T's option, be provided to AT&T in conjunction with the UNE-P as described in Schedule 9.2.6 and 9.2.9/Article 22. **Collocation by AT&T shall not be required.**

9.3.1.3.7 Directory assistance will, at AT&T's option, be provided to AT&T in conjunction with the UNE-P as described in Schedule 9.2.6 and 9.2.9/Article 22. **Collocation by AT&T shall not be required.**

9.3.2 Additional terms and conditions related to Combinations are as follows:

9.3.2.1 Where AT&T desires to migrate an existing and working SBC Illinois circuit switched local exchange end user, AT&T may accomplish this by ordering SBC Illinois UNE-P. This migration is subject to AT&T having appropriate unbundled network elements (UNEs) listed in this Agreement and the UNE Pricing Appendix and is further subject to all related terms and conditions in this Agreement of those UNEs. Under those conditions, and upon submission of a Local Service Request (LSR) adhering to currently published Local Service Ordering Requirements (LSOR), AT&T may accomplish the UNE-P migration without the need to collocate equipment in SBC Illinois Central Offices. Under these circumstances, it shall not be necessary for AT&T to collocate equipment in SBC-Illinois Central Offices to connect the unbundled Network Element. If unbundled local switching-shared transport ("ULS-ST") is used, SBC-Illinois will be responsible for all engineering, provisioning and maintenance of these components to ensure they support the agreed upon grade of service.

9.3.2.2 **UNE-P not to require collocation in any SBC-Illinois facility for any purpose;** SBC will not require a CLEC to collocate in order to receive UNE-P, however, if AT&T is collocated, it must combine the elements for itself and SBC is not required to combine for AT&T.

9.3.2.3 SBC-Illinois shall comply with 47 CFR § 51.315(b) by not separating CLEC-requested UNEs that are currently combined.

9.3.2.4 If AT&T requests a combination of network elements that are not ordinarily combined, AT&T shall submit a BFR, as set forth in Schedule 2.2. If AT&T requests a combination of network elements that are ordinarily combined, but not included on Table 1, AT&T shall submit a BFR-OC, as set forth in Schedule 2.2.

9.3.2.5 At the request of AT&T, SBC shall also provide Unbundled Network Elements to AT&T in a manner that allows AT&T to combine those Unbundled network elements to provide a telecommunications service. SBC-Illinois shall permit AT&T to combine any Unbundled Network Element(s) obtained from SBC-Illinois or to combine such Unbundled

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Network Element(s) with compatible network components provided by AT&T or provided by third parties to AT&T, or combine any unbundled Network Element(s) with other services (including access services) obtained from the SBC-Illinois in order to provide telecommunications services to AT&T, its end users and its affiliates. Notwithstanding the foregoing, without additional components furnished by AT&T to itself or through third parties, SBC Illinois shall permit AT&T to combine Network Elements made available by SBC with other SBC Illinois-provided Network Elements.

9.3.3 New Combinations involving UNEs (SBC-Illinois')

9.3.3.1 A "Pre-existing Combination" shall not be considered a new combination involving UNEs under this Section. A "Pre-existing Combination" means a combination of UNEs where no physical work is required by SBC-Illinois at an SBC-Illinois premises, an outside plant location, or a customer premises, in order to establish physical connections between the UNEs that constitute the UNE combination. A Pre-existing Combination includes the situation when AT&T orders all the SBC-Illinois UNEs required either:

- (1) to convert to a combinations of UNEs an SBC-Illinois End User customer, another carrier's pre-existing End User customer served exclusively using UNEs, or AT&T's or another carrier's resale End User customer; or
- (2) if the Pre-Existing Combination includes a local loop UNE with unbundled local switching, to activate that Pre-Existing Combination for AT&T (a) without any change in features or functionality that was being provided at the time of the order, and/or (b) the only change needed to route the operator service and directory assistance ("OS/DA") calls from the End User customer to be served by that Pre-Existing Combination to AT&T's OS/DA platform via customized routing, and/or (c) with only changes needed in order to change a local switching feature resident and activated in the serving switch and available to the switch port class used to provide service, *e.g.*, call waiting for residential local service, and/or (d) at the time of the order and when the order is worked by SBC-Illinois, the End User customer in question is not served by a line sharing arrangement as defined herein (or, if not so defined, by applicable FCC orders) or the technical equivalent, *e.g.*, the loop facility is being used to provide both a voice service and also an xDSL service. (Section 9.3.3.1.1(2)(b) only applies to orders involving customized routing after customized routing has been established to AT&T's OS/DA platform from the relevant SBC-Illinois local switch, including AT&T's payment of all applicable charges to establish that routing.)

9.3.3.1.1 Reconfigurations of existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions

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consistent with the FCC's Supplemental Order Clarification, *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000), shall not be considered a new combination involving UNEs hereunder.

9.3.3.2 The Parties acknowledge that the United States Supreme Court in *Verizon Comm. Inc.* relied on the distinction between an incumbent local exchange carrier such as SBC-Illinois being required to perform the functions necessary to combine UNEs and to combine UNEs with elements possessed by a requesting telecommunications carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the Effective Date, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, SBC-Illinois is willing to perform the actions necessary to also complete the actual physical combination for those new UNE combinations set forth in the Schedule(s) – UNE Combinations to this Appendix UNE, subject to the following:

9.3.3.2.1 Section 9.3.3, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, SBC-Illinois from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by SBC-Illinois. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect SBC-Illinois from taking any position with respect to combinations including UNEs or any issue or subject addressed or related thereto.

9.3.3.2.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's UNE combining obligations, SBC-Illinois shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and AT&T shall thereafter be solely responsible for any such non-included functions or other actions. This Section 9.3.3.2.2 shall apply in accordance with its terms, regardless of any "change of law" or "intervening law" or similarly purposed or other provision of the Agreement and, concomitantly, the first sentence of this Section 9.3.3.2.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence.

9.3.3.2.3 Without affecting the application of Section 9.3.3.2.2 (which shall apply in accordance with its provisions), upon notice by SBC-Illinois, the Parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, and to eliminate any SBC-Illinois obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to

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amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

9.3.3.3 Intentionally left blank.

9.3.3.4 For a new UNE combination listed on Table 1, AT&T shall issue appropriate service requests. These requests will be processed by SBC-Illinois, and AT&T will be charged pursuant to the Pricing Schedule.

9.3.3.5 Upon notice by SBC-Illinois, the Parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by SBC-Illinois in providing the new UNE combinations set forth in Table 1, which work is not covered by the charges set forth in the Pricing Schedule or charges applicable per Section 9.3.3.4 of Schedule 9.3 and Section 9.3.2.1 of Article 9. For any such work that is required to be done by SBC-Illinois under Section 9.3.3.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the Parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

9.3.3.6 Intentionally left blank.

9.3.3.7 Intentionally left blank

9.3.3.8 In addition to any other applicable charges, AT&T shall be charged a reasonable cost-based fee for any combining work that is required to be done by SBC-Illinois pursuant to a BFR or BFR-OC, as applicable, under Schedule 2.2 of this Agreement. Such fee shall be calculated using the Time and Material charges as reflected in State-specific pricing. SBC-Illinois's preliminary substantive response to the BFR or BFR-OC, as applicable, shall include an estimate of such fee for the specified combining.

9.3.3.9 Without affecting the other provisions hereof, SBC-Illinois' UNE combining obligations referenced in this Section 9.3.3 apply only in situations where each of the following is met:

9.3.3.9.1 it is technically feasible, including that network reliability and security would not be impaired; *Verizon Comm. Inc. v. FCC*, 122 S.Ct. 1646, 1685 (May 13, 2002) and

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9.3.3.9.2 SBC-Illinois's ability to retain responsibility for the management, control and performance of its network would not be impaired;

9.3.3.9.3 SBC-Illinois would not be placed at a disadvantage in operating its own network;

9.3.3.9.4 it would not impair the ability of other Telecommunications Carriers to obtain access to UNEs or to interconnect with SBC-Illinois's network. *Verizon Comm. Inc. v. FCC*, 122 S.Ct. 1646, 1685 (May 13, 2002)

9.3.3.9.5 AT&T is:

9.3.3.9.5.1 unable to make the combination itself; *Verizon Comm. Inc. v. FCC*, 122 S.Ct. 1646, 1685 (May 13, 2002) or

9.3.3.9.5.2 is a new entrant and is unaware that it needs to combine certain UNEs to provide a telecommunications service (*Verizon Comm. Inc. v. FCC*, 122 S.Ct. 1646, 1686 (May 13, 2002)), but such obligation under this Section 3.9.3 ceases if SBC-Illinois informs AT&T of such need to combine.

9.3.3.9.5.3 For purposes of Section 9.3.3.9.5 and without limiting other instances in which AT&T may be able to make a combination itself, AT&T is deemed able to make a combination itself when the UNE(s) sought to be combined are available to AT&T, including without limitation: at an SBC-Illinois premises where AT&T is physically collocated or has an on-site adjacent collocation arrangement.

9.3.3.10 Subject only to the special dispute resolution procedure set forth in Section 9.3.3.10.1 below, Section 9.3.3.9.5 shall only begin to apply thirty (30) days after notice by SBC-Illinois to AT&T. Thereafter, SBC-Illinois may invoke Section 9.3.3.9.5 with respect to any request for a combination involving UNEs.

9.3.3.10.1 In the event that SBC-Illinois issues a thirty-day notice as described in Section 9.3.3.10 and AT&T wishes to dispute SBC-Illinois' position that the standards set forth in Section 9.3.3.9 justify its refusal to combine and/or that the situation(s) in which SBC-Illinois is invoking Section 9.3.3.9 meet(s) the standards set forth in Section 9.3.3.9 (as described in such notice), AT&T may institute dispute resolution under this Section 9.3.3.10. Notwithstanding any other dispute resolution procedures that may be set forth in this Agreement, the following dispute resolution process (and no other) shall govern any dispute under this Section:

9.3.3.10.1.1 AT&T must notify SBC-Illinois in writing of its intent to dispute the Section 9.3.3.10 notice within ten (10) days of the date of SBC-Illinois' thirty-day notice;

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9.3.3.10.1.2 No later than five (5) days after AT&T sends the written notice of its intent to dispute, AT&T must institute a formal dispute resolution proceeding with the state Commission. If AT&T fails to institute such proceeding within that period, SBC-Illinois, at its sole option, may institute such a formal dispute resolution proceeding before the day upon which the thirty-day notice under Section 9.3.3.10 would otherwise become effective. In any formal dispute resolution proceeding under this Section 9.3.3.10, the filing Party shall also request an expedited proceeding, if available, and either Party may request expedited relief, if available. If neither AT&T nor SBC-Illinois institutes a formal dispute resolution proceeding under this Section 9.3.3.10, SBC-Illinois' thirty-day notice shall become effective under its original terms.

9.3.3.10.1.3 If AT&T pursues such formal dispute resolution proceeding under this Section 9.3.3.10, SBC-Illinois's thirty-day notice shall be effective ten (10) days after the Commission issues an order resolving such dispute, unless ordered otherwise by the Commission or as the Parties may mutually agree.

9.3.3.10.1.4 The dispute resolution procedure set forth in this Section 9.3.3.10 shall govern without regard to any other dispute resolution procedures set forth in this Agreement.

9.3.3.10.1.5 Any formal dispute resolution proceeding instituted by AT&T with respect to a particular SBC-Illinois notice shall be requested to be consolidated with all other proceedings instituted before the Commission with respect to that same notice. AT&T hereby consents to such consolidation, shall request it with its initial filing if AT&T is the party filing for a formal dispute resolution proceeding and shall not object or otherwise oppose such consolidation.

9.3.3.10.1.6 If AT&T fails to institute a formal dispute resolution in accordance with this Section 9.3.3.10, AT&T agrees and acknowledges that it shall be barred and otherwise foreclosed from filing such a proceeding, that it shall not participate in any proceeding instituted with respect to such notice and that it shall not otherwise dispute such SBC-Illinois notice. This Section 9.3.3.10.1.6 shall not affect AT&T's ability to raise combining issues with respect to a successor interconnection agreement subsequently negotiated between AT&T and SBC-Illinois.

9.3.3.11 In the event that SBC-Illinois denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by AT&T pursuant to Section 9.3.3.9, SBC-Illinois shall provide written notice to AT&T of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. If such dispute cannot be resolved to the mutual satisfaction of the parties, either Party may initiate a proceeding before the Commission. In any such proceeding,

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SBC bears the burden of proof to demonstrate that the requested combination does not satisfy the requirements in Section 9.3.3.9.

9.3.3.12 For the UNEs AT&T requests from SBC pursuant to Section XX, AT&T will pay SBC time and materials charges to perform the necessary work.

9.3.3.13 Intentionally left blank.

9.3.3.14 Nothing in this Agreement shall impose any obligation on SBC-Illinois to provide UNEs, combination of UNEs, or combinations of UNEs and AT&T's own elements beyond those obligations imposed by Applicable Law. The preceding includes without limitation the following:

9.3.3.14.1 The UNE Combination known as an "enhanced extended loop" or "EEL" (a combination of a UNE loop and UNE dedicated transport, with appropriate Cross-Connects, and when needed, multiplexing) shall only be provided to AT&T to the extent that the EEL is used to provide a significant amount of local exchange service to a particular end user customer (this limitation is the same as the requirements set forth in the FCC's Supplemental Order Clarification in CC Docket No. 96-98, FCC))-183 (rel. June 2, 2000));

9.3.3.14.2 SBC-Illinois will not connect to or combine UNEs with any non-251(c)(3) or other SBC-Illinois offerings with the exception of tariffed Collocation Services;

9.3.3 (AT&T's) Upon AT&T's request, SBC-Illinois shall perform the functions necessary to combine SBC-Illinois 's Network Elements in any manner, even if those elements are not ordinarily combined in SBC-Illinois's network; provided that such combination is: (i) technically feasible, and (ii) would not impair the ability of other Telecommunications Carriers to obtain access to Network Elements on an unbundled basis or to Interconnect with SBC-Illinois's network. In addition, upon a request of AT&T that is consistent with the above criteria, SBC-Illinois shall perform the functions necessary to combine SBC-Illinois' Network Elements with elements possessed by AT&T in any technically feasible manner to allow AT&T to provide a Telecommunications Service.

9.3.4 A minimum set of Combinations is described in Table 1 of this Article 9 that AT&T and SBC-Illinois have identified as of the Effective Date of this Agreement. AT&T may request Table 1 combinations of the same type, going to the same location, on a single order.

9.3.5 When purchasing a Combination, AT&T will have access to all features, functions and capabilities of each individual Network Element that comprises such Combination and the specific technical and interface requirements for each of the Network Elements shall apply.

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9.3.6 SBC-Illinois shall make available to AT&T the following Combinations as described in the table set forth:

TABLE 1

2-Wire Basic Analog Loop with Basic Line Port
2-Wire P.B.X. Ground Start Analog Loop with Ground Start line Port
2-Wire Basic Analog Loop with Analog DID Trunk Port
2-Wire Basic Analog Loop with Centrex Basic Line Port
2-Wire Electronic Key Line Analog Loop with Centrex EKL Line Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with Centrex ISDN Line Port
4-Wire Digital Loop with Digital Trunk Port
4-Wire Digital Loop with ISDN Prime Trunk Port
4-Wire Digital Loop with ULS DS1 Trunk Port
2-Wire Analog COPTS Coin Loop with COPTS-Coin Line Port
2-Wire Basic Analog Loop with Basic COPTS Line Port
2-Wire Analog Loop to DS1 or DS3 Unbundled Dedicated Transport facilities (EEL)
4-Wire Analog Loop to DS1 or DS3 Unbundled Dedicated Transport facilities (EEL)
2-Wire Digital Loop to DS1 or DS3 Unbundled Dedicated Transport facilities (EEL)
4-wire Digital Loop (DS1 Loop) to DS1 or DS3 Unbundled Dedicated Transport facilities (EEL)

9.4 Nondiscriminatory Access to and Provision of Network Elements.

9.4.1 Where technically feasible, the quality of a UNE, as well as the quality of the access to such UNE, that SBC-Illinois provides to AT&T hereunder shall be at least equal in quality to that which SBC-Illinois provides to itself, its subsidiaries, Affiliates and any other party.

9.4.2 SBC-Illinois shall provide AT&T access to UNEs and Operations Support Systems functions, including the time within which SBC-Illinois provisions such access to UNEs, on terms and conditions no less favorable than the terms and conditions under which SBC-Illinois provides such UNEs to itself, its subsidiaries, Affiliates and any other party except as may be provided by the Commission.

9.5 Provisioning of Network Elements.

9.5.1 SBC-Illinois shall provide AT&T UNEs as set forth in this Article 9, the Schedules attached hereto and as described in other relevant Articles relating to the provisioning of UNEs and UNE Combinations.

9.5.2 SBC-Illinois shall provide AT&T access to the functionalities for SBC-Illinois's pre-ordering, ordering, provisioning, maintenance and repair and billing functions of the Operations

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Support Systems functions that relate to the UNEs and UNE Combinations that AT&T purchases in accordance with Article 33 (OSS).

9.5.3 Where applicable, the parties shall apply the principles set forth in 47 C.F.R. § 64.1120 et seq.

9.5.4 Unless the Parties negotiate another arrangement, when a SBC-Illinois provided tariffed or resold service is replaced by AT&T's facility based service using any SBC-Illinois provided UNE(s), AT&T shall issue appropriate service requests, to both disconnect the existing service and connect new service to AT&T's End User. These requests will be processed by SBC-Illinois, and AT&T will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using SBC-Illinois provided UNEs is converted to a different CLEC's service which also uses any SBC-Illinois provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by SBC-Illinois and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

9.6 Availability of Additional or Different Quality Network Elements. Any request by AT&T for access to a UNE or a Combination or a standard of quality thereof that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to the Bona Fide Request process set forth in Schedule 2.2.

9.7 Pricing of Unbundled Network Elements and Combinations.

For Unbundled Network Elements defined in this Agreement, and for Combinations listed on Table 1, SBC-Illinois shall charge AT&T the UNE rates specified in the Pricing Schedule. Otherwise, pricing for UNEs and Combinations to be provided under this Agreement shall be established as set forth in this Article 9.

9.8 Billing. SBC-Illinois shall bill AT&T for access to UNEs and Combinations pursuant to the requirements contained in Article 27 of this Agreement.

9.9 Intentionally left blank

9.10 Standards of Performance.

SBC-Illinois shall provide to AT&T access to unbundled Network Elements as required by the Performance Standards set forth in Article 32 (Performance Standards, Measurements and Penalties). Upon 30 days written notice, SBC-Illinois may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, AT&T orders for unbundled network elements from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension SBC-Illinois places on itself for orders from its customers.

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9.11 Access to UNE Connection Methods.

SBC-Illinois will provide access to Network Elements on an unbundled basis and combinations of Network Elements at any technically feasible point including at any point set forth in Article 12 (Collocation). This Section 9.11 describes the connection methods under which SBC-Illinois agrees to provide AT&T with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which SBC-Illinois makes these methods available. These methods provide AT&T access to multiple SBC-Illinois UNEs which AT&T may then combine. The methods listed below provide AT&T with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

9.11.1 Subject to availability of space and equipment, AT&T may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested SBC-Illinois Central Office.

9.11.1.1 (Method 1)

SBC-Illinois will extend SBC-Illinois UNEs requiring cross connection to AT&T's Physical Collocation Point of Termination (POT) when AT&T is Physically Collocated, in a caged or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.

9.11.1.2 (Method 2)

SBC-Illinois will extend SBC-Illinois UNEs that require cross connection to AT&T's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

9.11.1.3 (Method 3)

SBC-Illinois will extend SBC-Illinois UNEs to AT&T's UNE frame that is located outside the SBC-Illinois Central Office where the UNEs are to be combined in a closure such as a cabinet provided by SBC-Illinois on SBC-Illinois property.

9.11.2 The following terms and conditions apply to all methods when SBC-Illinois provides access pursuant to Sections 9.11.1.1 through 9.11.1.3:

9.11.2.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, SBC-Illinois will provide a written reply notifying AT&T of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.

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9.11.2.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of SBC-Illinois Central Office space and equipment.

9.11.2.3 AT&T may cancel the request at any time, but will pay SBC-Illinois' reasonable and demonstrable costs for modifying SBC-Illinois' Central Office up to the date of cancellation.

9.11.2.4 AT&T may elect to access SBC-Illinois' UNEs through Physical Collocation arrangements.

9.11.2.5 AT&T shall be responsible for initial testing and trouble sectionalization of facilities containing AT&T installed cross connects.

9.11.2.6 AT&T shall refer trouble sectionalized in the SBC-Illinois UNE to SBC-Illinois.

9.11.2.7 Prior to SBC-Illinois providing access to UNEs under this Article 9, AT&T and SBC-Illinois shall provide each other with a point of contact for overall coordination.

9.11.2.8 AT&T shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.

9.11.2.9 All tools, procedures, and equipment used by AT&T to connect to SBC-Illinois' network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.

9.11.2.10 AT&T shall be responsible for AT&T's personnel observing SBC-Illinois' site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If SBC-Illinois for any reasonable and lawful reason requests AT&T to discontinue furnishing any person provided by AT&T for performing work on SBC-Illinois' premises, AT&T shall immediately comply with such request. Such person shall leave SBC-Illinois' premises promptly, and AT&T shall not furnish such person again to perform work on SBC-Illinois' premises without SBC-Illinois' consent.

9.11.2.11 AT&T shall provide positive written acknowledgment that the requirements stated in Section 9.11.2.10 have been satisfied for each employee requiring access to SBC-Illinois premises and/or facilities. SBC-Illinois identification cards will be issued for any AT&T employees who are designated by AT&T as meeting the necessary

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requirements for access. Entry to SBC-Illinois premises will be granted only to AT&T employees with such identification.

9.11.2.12 AT&T shall designate each UNE being ordered from SBC-Illinois. AT&T shall provide an interface to receive assignment information from SBC-Illinois regarding location of the extended UNEs. This interface may be manual or mechanized.

9.11.2.13 SBC-Illinois will provide AT&T with contact numbers as necessary to resolve assignment conflicts encountered. All contact with SBC-Illinois shall be referred to such contact numbers.

9.11.2.14 AT&T shall provide its own administrative Telecommunication Service at each facility and all materials needed by AT&T at the work site. The use of cellular telephones is not permitted in SBC-Illinois equipment areas.

9.11.2.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.

9.11.2.15.1 Where applicable, costs for modifying a building or preparing the premises for access to SBC-Illinois UNEs will be made on an individual case basis (ICB).

9.11.2.15.2 SBC-Illinois will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, SBC-Illinois will ensure that the first CLEC obtaining access to UNEs in an SBC-Illinois premises will not be responsible for the entire cost of site preparation and security.

9.11.2.15.3 SBC-Illinois will contract for and perform the construction and preparation activities using same or consistent practices that are used by SBC-Illinois for other construction and preparation work performed in the building.

9.12 Maintenance of Unbundled Network Elements.

9.12.1 SBC-Illinois shall provide maintenance of UNEs and Combinations as set forth in Article 33 (OSS).

9.12.2 If trouble occurs with unbundled network elements provided by SBC-Illinois, AT&T will first determine whether the trouble is in AT&T's own equipment and/or facilities or those of the End User. If AT&T determines the trouble is in SBC-Illinois' equipment and/or facilities, AT&T will issue a trouble report to SBC-Illinois.

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9.12.3 AT&T shall pay Time and Material charges (maintenance of service charges/additional labor charges) when AT&T reports a suspected failure of a network element and SBC-Illinois dispatches personnel to the End User's premises or a SBC-Illinois Central Office and trouble was not caused by SBC-Illinois' facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the applicable state tariffs.

9.12.4 AT&T shall pay Time and Material charges when SBC-Illinois dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than SBC-Illinois or in detariffed CPE provided by SBC-Illinois, unless covered under a separate maintenance agreement.

9.12.5 AT&T shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

9.12.6 If AT&T issues a trouble report allowing SBC-Illinois access to the End User's premises and SBC-Illinois personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that SBC-Illinois personnel are dispatched. Subsequently, if SBC-Illinois personnel are allowed access to the premises, these charges will still apply.

9.12.7 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of SBC-Illinois performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of SBC-Illinois performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of SBC-Illinois performed other than on a normally scheduled workday.

9.12.8 If AT&T requests or approves a SBC-Illinois technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, AT&T will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

9.13 CROSS CONNECTS

9.13.1 The applicable Loop cross connects to point of access for the purpose of AT&T combining a SBC-Illinois Loop with another SBC-Illinois UNE are as follows:

9.13.2 2-Wire Analog Loop to UNE Connection Methods point of access

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9.13.3 4 -Wire Analog Loop to UNE Connection Methods point of access

9.13.4 2 -Wire Digital Loop to UNE Connection Methods point of access

9.13.5 4 -Wire Digital Loop to UNE Connection Methods point of access

9.14 The applicable Unbundled Dedicated Transport cross connects to the UNE Connection Methods point of access for the purpose of AT&T combining. Unbundled Dedicated Transport to another SBC-Illinois UNE are as follows:

9.14.1 DS-1 to UNE Connection Methods point of access

9.15 The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of AT&T combining Switch Ports to another SBC-Illinois UNE are as follows:

9.15.1 Analog Line Port to UNE Connection Methods point of access

9.15.2 ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access.

9.15.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access

9.15.4 Analog DID Trunk Port to UNE Connection Methods point of access

9.16 The applicable cross connects for SBC-Illinois Loop, UDT or Port UNEs are as follows:

9.16.1 2-wire

9.16.2 4-wire

9.16.3 6-wire

9.16.4 8-wire

9.16.5 DS-1

9.16.6 DS-3

9.16.7 OC-3

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9.16.8 OC-12

9.16.9 OC-48

9.16.10 LT1

9.16.11 LT3

9.13. RECONFIGURATION.

9.13.1 SBC-Illinois will reconfigure existing qualifying special access services terminating at a Collocation Arrangement to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental Order released by the FCC on November 24, 1999 and the Supplemental Order Clarification released by the FCC on June 2, 2000 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370).

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ARTICLE 12 COLLOCATION

12.1 SBC-AMERITECH will provide as set forth in the SBC-Ameritech Illinois Tariff 20, Part 23, Section 4 entitled "Collocation Services".

12.2 If AT&T requests, SBC-AMERITECH will provide virtual collocation consistent with the terms of the Illinois' Virtual Collocation Services Tariff. **At AT&T's request, SBC-Ameritech will provide virtual collocation wherein AT&T may maintain and repair the virtually collocated equipment in Central Offices, CEVs, huts and cabinets in accordance with Sections 12.3.1 through 12.3.4 below, all other terms and conditions of the Illinois Virtual Collocation Services Tariff will apply.**

12.3 In addition to Sections 1.0 and 2.0 above, AT&T and Ameritech agree to the following:

VIRTUAL COLLOCATION:

12.3.1 Ameritech and AT&T shall jointly develop procedures for notifying AT&T when environmental and power alarms are activated.

12.3.2 Ameritech shall allow AT&T to perform circuit pack changes while under escort by an Ameritech employee selected by Ameritech. Ameritech will provide such escort within one (1) hour of AT&T's request. AT&T agrees to pay for such escort service based upon Ameritech's standard hourly rates for the type of personnel selected by Ameritech to act as the escort.

12.3.3 Ameritech shall allow change notices and intrusive maintenance (e.g., extensive trouble shooting and repair that goes beyond circuit pack change outs) to be performed by the equipment vendor under contract to AT&T.

12.3.4 Ameritech shall allow AT&T employees to install updates, including software updates, and perform routine maintenance while under escort by an Ameritech employee selected by Ameritech. The escort request will be made 2 weeks in advance of the routine maintenance. AT&T agrees to pay for such escort service based upon Ameritech's standard hourly rates for the type of personnel selected by Ameritech to act as the escort.

PHYSICAL COLLOCATION:

12.3.5 Condominium Arrangements. Condo Arrangements unique to AT&T because they are the only CLEC with which we share a building.

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12.3.5.1 If AT&T is Collocated in SBC-AMERITECH's Premises, and such Premises are located in the same building as AT&T Affiliate's POP pursuant to a Condo Arrangement listed on Schedule 16.10, then SBC-AMERITECH shall, upon AT&T's submission of a service order, permit AT&T to interconnect its network with that of its Affiliate by connecting its equipment Collocated in SBC-AMERITECH's Premises to its Affiliate's facilities located in such Affiliate's POP (such direct connection referred to as a "Condo Connection").

12.3.5.2 If AT&T orders a Condo Connection, such Condo Connection shall (i) be constructed by an SBC-AMERITECH approved vendor selected by and on behalf of AT&T, (ii) require AT&T to lease SBC-AMERITECH cable rack (or, if cable rack is not available within ninety (90) days after AT&T's order for a Condo Connection, AT&T may use conduit installed by AT&T) and/or, as applicable, riser space, to carry the connecting transport facility from AT&T's Collocated equipment to, as applicable, either the demarcation point between the SBC-AMERITECH Premises and the Affiliate's POP or the entry point into SBC-AMERITECH's Premises, (iii) traverse the path designated by SBC-AMERITECH (regardless of whether cable rack or conduit is used) and (iv) comply in all material respects with the same technical and engineering requirements that SBC-AMERITECH imposes on its provision of functionally similar connecting facilities within its Premises.

12.3.5.3 AT&T may order a Condo Connection from SBC-AMERITECH concurrent with or at any time after its request for Collocation in SBC-AMERITECH's Premises. AT&T may, for diversity purposes, request that SBC-AMERITECH designate two (2) paths within the SBC-AMERITECH Premises for Condo Connections.

12.3.5.4 SBC-AMERITECH shall charge, and AT&T agrees to pay, the rates for Condo Connection set forth in the Pricing Schedule; provided, however, that AT&T shall be responsible for any extraordinary charges incurred by SBC-AMERITECH to effectuate such Condo Connection, in which case extraordinary charges shall apply on a time and materials basis. When AT&T requests two (2) diverse paths, each path shall be assessed a Project Management Fee and appropriate recurring fees.

12.3.5.5 SBC-AMERITECH represents that the rates applicable to Condo Connection have been established in accordance with Section 252(d) of the Act. However, the Commission has neither approved nor opined on the actual rates contained in this Agreement for Condo Connection (the "CC Rates"). SBC-AMERITECH shall bill and AT&T shall pay SBC-AMERITECH for Condo Connection(s) at the CC Rates set forth in the Pricing Schedule. Notwithstanding anything to the contrary in this Agreement, if during the Term the Commission

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establishes or approves in an applicable proceeding rates different than the CC Rates (the "Final CC Rates"), the Parties agree to substitute the existing CC Rates with the Final CC Rates and such Final CC Rates will apply on a prospective basis. In addition, the Parties shall retroactively "true-up" the amounts the Parties have previously paid and/or received such that each Party receives and/or pays the same level of compensation it would have received and/or paid had the Final CC Rates originally applied in lieu of the CC Rates. In addition, nothing in this Agreement shall preclude AT&T, on its own motion, to request the Commission to establish or approve Final CC Rates.

12.3.5.6 If AT&T provisions a Condo Connection, (i) SBC-AMERITECH will not accept any liability for the connecting transport facility or the connections unless damage to the connecting transport facility or connections is caused by the actions or inactions of SBC-AMERITECH, its Affiliates or SBC-AMERITECH's authorized agents acting on SBC-AMERITECH's behalf, (ii) SBC-AMERITECH will not inventory the connecting transport facility and, (iii) AT&T shall, in addition to its indemnity obligations set forth in Article 1, indemnify SBC-AMERITECH for any loss arising from AT&T's installation, use, maintenance or removal of such Condo Connection to the extent such Loss is caused by the actions or inactions of AT&T, its Affiliates or its agents.

12.3.5.7 When AT&T and SBC-AMERITECH are located in a "condo" building, AT&T shall be allowed to locate, in AT&T's Wire Center, equipment that normally would have been Collocated in SBC-AMERITECH's Wire Center to enable AT&T to access SBC-AMERITECH's unbundled Network Elements. Such equipment will be connected to SBC-AMERITECH's unbundled Network Elements and/or local network through a intra building cabling arrangement as described in Article 3 Section 3.3.3 at the DSO, DS1, DS3, OC3, OC12, OC48 and where available, STS-1 rates, subject to any technical limitation on the distance between Wire Centers. AT&T will pay all costs (as defined in Section 252(d) of the Act) relating to any such intra building cabling arrangement and will also be responsible for the connection between AT&T's Wire Center and SBC-AMERITECH's facilities.

12.3.6 Intra-Office Wiring

12.3.6.1 Verification and Testing of Intra-Office Wiring --Post Delivery of Collocation Space.

12.3.6.1.1 Whenever AT&T is responsible for either the installation, testing and/or maintenance of any intra-office wiring that connects the AT&T collocation space and the SBC-AMERITECH Main Distribution Frame (MDF), AT&T has the option of performing verification and testing procedures up to the

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termination blocks on the MDF where the AT&T wiring terminates. The right to engage in such testing shall extend to the entire existing SBC-AMERITECH CO facility inventory of AT&T intra-office wiring. This testing shall be performed by an AT&T technician, or by an authorized subcontractor. The verification and testing process may occur at any time after the delivery of the AT&T collocation space.

12.3.6.1.2 The right to testing and verification of all wiring between the AT&T collocation space and the SBC-AMERITECH MDF provided for in Section 3.6.1.1 above, shall also apply to those COs where AT&T's intraoffice wiring is connected through an Intermediary Interconnection Device (IID) provided by SBC-AMERITECH, rather than connecting directly to the MDF. This specifically includes, but is not necessarily limited to, those situations where AT&T is responsible for installing and maintaining the wiring between the AT&T collocation space and the IID and SBC-AMERITECH is responsible for installing and maintaining the wiring between the IID and the MDF (the latter wiring hereinafter referred to as the SBC-AMERITECH side of the IID).

12.3.6.1.3 At AT&T's option, the verification process may include, but is not necessarily limited to, the following:

12.3.6.1.3.1 comparison of the physical terminations of DSOs at SBC-AMERITECH's Main Distribution Frame against a printout of SBC-AMERITECH's CFA inventory data

12.3.6.1.3.2 creation of a detailed layout record of inventory and wiring conditions

12.3.6.1.3.3 identification and labeling of each feeder cable from the MDF (or intermediary device) to the connecting block in the AT&T cage

12.3.6.1.4 At AT&T's option, testing will include:

12.3.6.1.4.1 verification of sequence and continuity for each pair in the inventory

12.3.6.1.4.2 documentation of the resolution of any continuity issues

12.3.6.2 Installation, Testing and Repair and Maintenance – MDF Access.

12.3.6.2.1 Whenever AT&T is responsible for either the installation, testing and/or repair and maintenance of any intra-office wiring between the AT&T collocation space and the loop connection point on the SBC-AMERITECH MDF,

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AT&T's technician or authorized subcontractor will have access to this wiring up to the termination blocks on the MDF, for the purpose of testing, maintaining and repairing this wiring, in order to provision and maintain service to AT&T end users.

12.3.6.2.2 AT&T's technician or subcontractor will determine the date and time for the access described in 12.3.6.2.1 above, consistent with the due dates for provisioning and maintaining AT&T's end user customer services.

12.3.6.3 Installation, Testing and Repair and Maintenance – Intermediary Device Access.

12.3.6.3.1 Whenever AT&T is responsible for either the installation, testing and/or repair and maintenance of any intra-office wiring between the AT&T collocation space and the loop connection point on an IID, AT&T's technician or authorized subcontractor will have unrestricted access to the IID for purposes of testing, maintaining and repairing any AT&T intra-office wiring connected to the MDF, including all wiring dedicated to AT&T's use on the SBC-AMERITECH side of the IID up to the MDF, in order to provision and maintain service to AT&T's end users. Notwithstanding any testing that AT&T may elect to perform, the primary responsibility for installing, testing, repairing and maintaining all wiring on the SBC-AMERITECH side of the IID remains with SBC-AMERITECH.

12.3.6.3.2 AT&T's technician or subcontractor will determine the date and time for the access described in 12.3.6.3.1 above, consistent with the due dates for provisioning and maintaining AT&T's end user customer services.

12.3.6.4 Process for Repair and Maintenance of Intra-Office Wiring

12.3.6.4.1 Ownership of every intra-office wiring component, and the associated responsibility to repair, must be assigned to either SBC-AMERITECH or AT&T.

12.3.6.4.2 On AT&T and/or SBC-AMERITECH-initiated trouble tickets, SBC-AMERITECH must isolate the trouble to a specific wiring component within the Central Office.

12.3.6.4.3 No trouble ticket may specify that the suspected faulty component is under the ownership of both parties.

12.3.6.4.4 SBC-AMERITECH is responsible for fixing problems with its wiring and/or equipment without adversely affecting AT&T or AT&T customers.

12.4 Inventory of Contents of SBC-AMERITECH Approved Storage Cabinet

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AT&T may purchase a storage cabinet and hire an SBC-AMERITECH-approved vendor to install a storage cabinet in a central office where it has requested or obtained virtual collocation pursuant to the terms and conditions set forth in SBC-AMERITECH's Illinois Tariff 20, Part 23, Section 4. This offering is only available in central office(s) where SBC-AMERITECH is currently obligated under the referenced Tariff to maintain and/or repair the AT&T's virtually collocated equipment. The storage cabinet dimensions must meet specifications as detailed in the CLEC Handbook by SBC-AMERITECH. The location of the storage cabinet in the central office will be designated by SBC-AMERITECH. Upon receipt of a virtual collocation application by AT&T for placement of a storage cabinet, **SBC-AMERITECH** will price the request on an ICB. Once a storage cabinet has been placed in a central office by AT&T's approved vendor, AT&T may request an inventory of such storage cabinet, as provided below.

12.4.1 AT&T may request an inventory of its **SBC-AMERITECH** approved storage cabinet(s) in an **SBC-AMERITECH** central office where AT&T is collocated. AT&T may only request **SBC-AMERITECH** to provide such an inventory where AT&T has requested virtual collocation under SBC-Ameritech Illinois Tariff 20, Part 23, Section 4 entitled "Collocation Services," pursuant to Section 12.1 of this Article 12, and where **SBC-AMERITECH** has the obligation to maintain and/or repair AT&T's collocated equipment, and is actually performing maintenance and repair of AT&T's collocated equipment. Such request shall be made on a "Priority 4 Ticket." The Mean Time Response Interval (MTRI) for a Priority 4 Ticket is four (4) business days. **SBC-AMERITECH**'s response interval for such a Ticket in this context is defined as the time from the receipt of the AT&T Storage Cabinet Inventory Request to the Local Operations Center (LOC) serving the geographic area where subject storage cabinet is located, and the sending by a **SBC-AMERITECH** technician of an e-mail of the storage cabinet inventory report to the AT&T designated e-mail address.

12.4.2 The following information must be provided by AT&T on its Storage Cabinet Inventory Request to the Local Operations Center (LOC)

- AT&T's Name
- Reference number (AT&T's internal tracking number)
- AT&T's 11 digit CLLI
- Collocation Circuit ID (if known by AT&T)
- AT&T's Contact Name
- E-Mail address to send completed inventory form. AT&T will provide **SBC-AMERITECH** one E-mail address to send all completed storage cabinet inventory forms.
- Identification of *all* **SBC-AMERITECH** approved storage cabinets situated in central office(s) for which AT&T is requesting an inventory. All cabinets within the central office(s) will be inventoried with one request.

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12.4.3 AT&T may request a storage cabinet inventory only once in a 12-month period, per central office. If an additional storage cabinet inventory request is received prior to 12 months elapsing since the last inventory was provided by **SBC-AMERITECH** for that central office, the request will be rejected and sent back to AT&T, and **SBC-AMERITECH** shall be entitled to charge time-sensitive charges, at the State-specific rate set forth in Section 12.4.4, below, to AT&T for the time spent by **SBC-AMERITECH** personnel on the rejected request.

12.4.4 If AT&T requests an inventory in a central office where it does not have an **SBC-AMERITECH** approved storage cabinet, the request will be rejected and sent back to the AT&T, and **SBC-AMERITECH** shall be entitled to charge, at the Illinois-specific rate set forth below, for time spent by **SBC-AMERITECH** personnel on the rejected request.

ILLINOIS	Communication Technician	\$26.14 *	NRLJY
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*All billing in ½ hour increments, rounded up.

12.4.5 Charges to perform an inventory of the contents of an **SBC-AMERITECH** approved storage cabinet under pursuant to this section will be billed per the State-specific rates provided in Section 12.4.4, above. If AT&T has not supplied information requested by **SBC-AMERITECH** at the time **SBC-AMERITECH**'s technician is ready to begin work at a central office, **SBC-AMERITECH** will close out the ticket. AT&T must generate another trouble report to request the inventory and provide all requisite information.

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May 19, 2003

Date: October 24, 2002	Number:
Effective Date: October 24, 2002	Category: Interconnection
Subject: Trouble Resolution on New DS0 Voice Grade Level Circuits	
Related Letters: CLECAM02-405	Attachment: NA
States Impacted: IL, IN, MI, OH, WI	
Response Deadline: NA	Contact: Local Operations Center
Conference Call/Meeting: NA	
Date/Time: NA	Bridge: NA
RSVP to: NA	By: NA

This letter is being sent to clarify SBC Ameritech's process for resolving individual circuit level trouble on DS0 Voice Grade Level circuits where SBC Ameritech provides an unbundled 8db loop that is cross-connected from SBC Ameritech's frame termination point at the Main Distribution Frame (MDF) to a Collocator's cable termination point of its physical collocation arrangement, unless the applicable interconnection agreement or tariff provides otherwise. This letter supercedes CLECAM02-405. This process applies to installations without an intermediate Point of Termination (POT) Bay.

The process set forth in this letter is available only after the Collocator has both (a) ensured that its SBC Approved Vendor (Tier 1) has completed the continuity testing on the newly installed interconnection cabling between SBC Ameritech's MDF and the Collocator's cable termination point, and (b) tested Collocator's portion of the network. Assuming that both of these actions have taken place and the Collocator still sees trouble on an individual DS0 Voice Grade level circuit, the Collocator may then follow the below process steps to resolve remaining circuit level trouble. Accessible Letter CLECAM01-106 that references this continuity testing process still applies to that required first step.

Note: In the below process, SBC Ameritech is recognizing two general tracks of work. When this letter uses the term "Provisioning phase," it is referring to the period prior to the CLEC's circuit order being completed in SBC Ameritech's systems. When this letter uses the term "Maintenance phase," it is referring to the period after the CLEC's circuit order has been completed in SBC Ameritech's systems.

Provisioning phase

The Collocator may contact the Local Operations Center (LOC) on a pending service order in SBC Ameritech's systems to report trouble on the turn-up of an individual DS0 circuit. If the order is not complete, the Collocator has the following options:

For coordinated hot cuts, the CLEC may:

- Contact the LOC within two (2) hours of coordinated hot cut completion to request the order be held open for further trouble resolution. Upon this initial request, SBC Ameritech will assist the CLEC in resolving the trouble by verifying circuit wiring and performing a dial-tone check at the MDF and CFA. If dial-tone is present, the Central Office technician will check the Automatic Number Announcement Circuit (ANAC) to ensure that it is on the

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correct CFA (Carrier Facility Assignment). If no dial-tone is present, the CLEC may choose to change CFA. If dial-tone is present and ANAC is incorrect, the CLEC may choose to change CFA.

- Request a CFA expedite on the order.
- Issue a supplement order for a later completion date through the Local Service Center (LSC)
- Request to have the order completed.

For all day cuts, the CLEC may:

- Prior to cut over, request the LOC to stop the order. The CLEC may then issue a supplement order for a later completion date through the LSC.
- If the order requires an outside technician dispatch, the LOC will verify the status of the order with SBC Ameritech's outside Network Services organization. If the service order was completed and there is still trouble, then the CLEC will need to open a maintenance ticket.
- If the order is cut over, the order will be completed by the LOC. The CLEC will then need to open a maintenance ticket.

For cuts that have Frame Due Time (FDT), the CLEC may:

- Upon this initial request, SBC Ameritech will identify dial-tone leaving the CFA. If dial-tone is present on any of the circuits, the order will be cutover and completed. The LOC will then status the CLEC as to which circuits have no dial-tone. If no dial-tone is present on all of the circuits, then the LOC will not cutover any of the circuits. The LOC will then status the CLEC of this no dial-tone situation on all circuits. The CLEC may then issue a supplement order for a later completion date through the LSC.
- If the order is cut over, the order will be completed by the LOC. The CLEC will then need to open a maintenance ticket for each non-working circuit.

Maintenance phase

The Collocator may contact the LOC on a completed service order in SBC Ameritech's systems to report trouble on the new turn-up of an individual DS0 circuit. If the order is complete, the LOC will open a maintenance ticket on the circuit. The CLEC then has the following options:

1. Open a maintenance ticket for trouble resolution. Upon this initial request, SBC Ameritech will assist the CLEC in resolving the trouble by verifying circuit wiring and performing a dial-tone check at the MDF. Also, on this initial maintenance ticket request, if the CLEC technician is available, the SBC Ameritech technician will work with the CLEC technician to test the circuit.

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- If the initial trouble ticket resulted in No Trouble Found (NTF)/Test OK (TOK), then the CLEC may open a subsequent maintenance ticket and request a vendor meet. For a vendor meet, the LOC will dispatch an SBC Ameritech technician to the specified SBC point of the circuit requested by the CLEC. If the CLEC requests a vendor meet at the end-user's customer premise, then SBC Ameritech will dispatch an outside technician to the customer premise. If the CLEC requests a vendor meet at the physical collocation arrangement, then the CLEC may dispatch a CLEC technician and/or an SBC Approved Vendor (Tier 2) to its physical collocation footprint. SBC Ameritech will dispatch a CO technician to the MDF. For this vendor meet, the CLEC's technician and/or SBC Approved Vendor (Tier 2) will work from the physical collocation footprint and the CO technician will work from the MDF.
- 2. Request a change order through the LSC to re-provision the CFA on a circuit by circuit basis.
- 3. If the CLEC suspects trouble at the 100 pair cable level, then the CLEC must hire an SBC Approved Vendor (Tier 1) to re-terminate the existing interconnection cabling or install a new one.

SBC Ameritech charges for these activities, if any, will apply per the applicable interconnection agreement or tariff.